

**CANADIAN ODD CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

Made as of November 1, 2017

Between

**NEIL GODFREY, THE FANSHAWE COLLEGE OF APPLIED ARTS and
TECHNOLOGY and C. FOGELMAN**
(the "Plaintiffs")

and

**HITACHI-LG DATA STORAGE INC. and HITACHI-LG DATA STORAGE KOREA,
INC.**
(the "Settling Defendants")

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RECITALS

A. WHEREAS the Proceedings have been commenced by the Plaintiffs in British Columbia, Quebec and Ontario that allege that the Settling Defendants and other Releasees who are named as Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of ODD and ODD Products in Canada and/or to allocate markets and customers for the sale of ODD and ODD Products in Canada, contrary to Part VI of the *Competition Act* and the common law and/or the civil law;

B. WHEREAS the BC Action was certified as a class proceeding by order of the BC Court dated November 1, 2016, which certification was affirmed by the BC Court of Appeal on August 18, 2017, and is currently the subject of an application for leave to appeal to the Supreme Court of Canada;

C. WHEREAS the Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful or otherwise actionable conduct alleged in the Proceedings or otherwise;

D. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Settling Defendants;

E. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

F. WHEREAS the Settling Defendants and other Releasees who are named as Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of

any civil, criminal or administrative process except to the extent they have previously done so in the Proceedings and as is expressly provided in this Settlement Agreement with respect to the Proceedings;

G. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in extensive arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement relating to Canada;

H. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the classes they represent and seek to represent, subject to approval of the Courts;

I. WHEREAS Class Counsel, on their own behalf and on behalf of the Plaintiffs and the proposed Settlement Classes, have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they represent and seek to represent;

J. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Settling Defendants and other Releasees who are named as Defendants;

K. WHEREAS the Parties now consent to certification or authorization as against the Settling Defendants of the Proceedings as class proceedings and to the Settlement Classes and a Common Issue in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from the respective

rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason; and

L. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Classes and will seek to be appointed representative plaintiffs for the Settlement Classes in their respective Proceedings;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the BC Action and Ontario Action be settled and dismissed with prejudice as to the Settling Defendants and other Releasees who are named as Defendants, and the Quebec Action be declared settled out of court with prejudice as against the Settling Defendants and other Releasees who are named as Defendants, all without costs as to the Plaintiffs, the classes they represent and seek to represent, the Settling Defendants and other Releasees who are named as Defendants, subject to the approval of the Courts, on the following terms and conditions:

Section 1 - Definitions

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and claims administration but excluding Class Counsel Fees.
- (2) **BC Action** means the BC Action as defined in Schedule A.
- (3) **BC Class Proceedings Act** means the *Class Proceedings Act*, R.S.B.C. 1996, c. 50.
- (4) **BC Counsel** means Camp Fiorante Matthews Mogerman LLP.
- (5) **BC Court** means the Supreme Court of British Columbia.

- (6) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol as approved by the Courts, and any employees of such firm.
- (7) ***Class Counsel*** means Ontario Counsel, Quebec Counsel and BC Counsel.
- (8) ***Class Counsel Fees*** include the fees, disbursements, costs, interest, and/or charges of Class Counsel, and any GST, HST and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux actions collectives in Quebec for repayment of funding (only if applicable), as a result of this Settlement Agreement.
- (9) ***Class Period*** means January 1, 2000 through December 31, 2010.
- (10) ***Common Issue*** in each Proceeding means: Did the Settling Defendants, or any of them, conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, ODD directly or indirectly in Canada during the Class Period? If so, what damages, if any, are payable by the Settling Defendants, or any of them to the Settlement Class Members?
- (11) ***Counsel for the Settling Defendants*** means Borden Ladner Gervais LLP.
- (12) ***Courts*** means the Ontario Court, the Quebec Court and the BC Court.
- (13) ***Date of Execution*** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (14) ***Defendants*** means the entities named as defendants in any of the Proceedings as set out in Schedule A, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants, the Releasees who are named as Defendants, and the Settled Defendants.
- (15) ***Distribution Protocol*** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as established by Class Counsel and as approved by the Courts.

(16) **Effective Date** means the date when Final Orders have been received from all Courts approving this Settlement Agreement and the Settlement Amount has been paid to BC Counsel.

(17) **Excluded Person** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing, and any Person who timely and validly exercises the right to opt-out of the Proceedings.

(18) **Final Order** means the later of a final judgment entered by a Court in respect of (i) the certification or authorization of a Proceeding as a class proceeding pursuant to this Settlement Agreement, and (ii) the approval of this Settlement Agreement, in either case once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement upon a final disposition of all appeals.

(19) **First Publication Date** means the first date on which the notice referred to in Section 12.1(1) is published.

(20) **Non-Settling Defendant** means any Defendant that is not a Settling Defendant, a Releasee named as a Defendant or a Settled Defendant, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Date of Execution.

(21) **ODD** means any device which reads and/or writes data from and to an optical disk, including but not limited to, CD-ROMs, CD-recordable/rewritable, DVD-ROM, DVD-recordable/rewritable, Blu-Ray, Blu-Ray-recordable/rewritable, and HD DVD, as well as Super Multi-Drives, other combination drives, and optical disk drives designed to be attached externally to computers or other devices.

(22) **ODD Product** means products incorporating ODD, including but not limited to desktop computers, mobile/laptop computers, videogame consoles, CD players/recorders, DVD players/recorders and Blu-Ray disc players/recorders.

- (23) ***Ontario Action*** means the Ontario Action as defined in Schedule A.
- (24) ***Ontario Class Proceedings Act*** means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended, S.O. 2006, c. 19.
- (25) ***Ontario Counsel*** means Siskinds LLP.
- (26) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (27) ***Opt-Out Deadline*** means the date which is sixty (60) days after the First Publication Date.
- (28) ***Opt-Out Threshold*** means the threshold agreed upon by the Parties in Schedule D hereto, delivered to the Courts under seal and kept confidential by the Parties and the Courts.
- (29) ***Other Actions*** means actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date, including *Donald Woligroski v. Sony Corporation, et al.* (Court of Queen's Bench of Manitoba, Winnipeg Centre, Court File No. CI-11-01-73945) and *Cindy Retallick v. Sony Corporation, et al.* (Court of Queen's Bench of Saskatchewan, Judicial Centre of Regina, Court File No. 1124 of 2014).
- (30) ***Parties*** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (31) ***Person*** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (32) ***Plaintiffs*** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.

(33) *Proceedings* means the BC Action, the Quebec Action and the Ontario Action as defined in Schedule A.

(34) *Proportionate Liability* means the proportion of any judgment that, had the Settling Defendants not settled, the BC Court or Ontario Court, as applicable, would have apportioned to the Releasees.

(35) *Purchase Price* means the sale price paid by Settlement Class Members for ODD and ODD Products purchased during the Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discounts.

(36) *Quebec Action* means the Quebec Action as defined in Schedule A.

(37) *Quebec Code of Civil Procedure* means *Code of Civil Procedure of Quebec*, R.S.Q., c.c-25.

(38) *Quebec Counsel* means Consumer Law Group Inc.

(39) *Quebec Court* means the Superior Court of Quebec.

(40) *Released Claims* means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that any of the Releasers ever had, now have or hereafter can, shall or may have, relating in any way to any conduct anywhere from the beginning of time to the date hereof in respect of the purchase, sale, pricing, discounting, manufacturing, marketing offering or distributing of ODD or ODD Products or relating to any conduct alleged (or which was previously or could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted, directly or indirectly, whether in Canada or elsewhere, in respect of the purchase, sale, pricing, discounting, manufacturing, marketing, offering or distributing of ODD or ODD

Products, including, without limitation, any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination or conduct that occurred prior to the date hereof. However, the Released Claims do not include claims based on negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, breach of warranty, breach of contract or similar claims between the Parties that relate to ODD or ODD Products and do not relate to alleged anti-competitive conduct.

(41) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendants, Hitachi, Ltd., LG Electronics Inc., LG Electronics Canada, Inc., LG Electronics USA, Inc., and all of their present, future and former, direct and indirect, parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the Canada Business Corporations Act, RSC 1985, c. C-44), partners, joint ventures, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding the Non-Settling Defendants and any persons related to the Non-Settling Defendants.

(42) ***Releasers*** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and all of their respective present, former and future direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the Canada Business Corporations Act, RSC 1985, c. C-44), partners, insurers and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing

(43) ***Settled Defendants*** means:

- (a) TEAC Corporation, TEAC America, Inc. and TEAC Canada, Ltd.; and
- (b) any Defendant that executes its own settlement agreement whether before or after the execution of this Settlement Agreement, which settlement

agreement is finally approved by the necessary Courts and becomes effective in accordance with its terms.

- (44) ***Settlement Agreement*** means this agreement, including the recitals and schedules.
- (45) ***Settlement Amount*** means CDN \$8,123,940.00.
- (46) ***Settlement Class*** means, in respect of each Proceeding, the settlement class defined in Schedule A.
- (47) ***Settlement Class Member*** means a member of a Settlement Class.
- (48) ***Settling Defendants*** means Hitachi-LG Data Storage, Inc. and Hitachi-LG Data Storage Korea, Inc.
- (49) ***Trust Account*** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution under the control of BC Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.
- (50) ***U.S. Litigation*** means the class action proceeding pending in the United States District Court for the Northern District of California, under the caption *In Re: Optical Disk Drive Products Antitrust Litigation* 3:10-md-02143-RS, and includes all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination involving similar allegations relating to ODD and ODD Products.
- (51) ***U.S. Settlement Agreements*** includes any settlement reached in the U.S. Litigation with the Settling Defendants and/or other Releasees named as Defendants.

Section 2— Settlement Approval

2.1 Best Efforts

- (1) The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the BC Action and Ontario Action as

against the Settling Defendants and other Releasees who are named as Defendants, and a declaration of settlement out of court of the Quebec Action as against the Settling Defendants and other Releasees who are named as Defendants.

2.2 Applications Approving Notice and Seeking Certification or Authorization

(1) The Plaintiffs shall bring applications before the Courts, as soon as practicable after the Settlement Agreement is executed, for orders approving the notices described in Section 12.1(1), and certifying or authorizing each of the relevant Proceedings commenced in their respective jurisdictions as a class proceeding as against the Settling Defendants (for settlement purposes).

(2) The BC order approving the notices described in Section 12.1(1) and certifying the BC Action shall be substantially in the form attached hereto as Schedule B. The Ontario and Quebec orders approving the notices described in Section 12.1(1) and certifying or authorizing the relevant Proceedings shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC order.

2.3 Applications for Approval of the Settlement

(1) The Plaintiffs shall bring applications before the Courts for orders approving this Settlement Agreement as soon as practicable after:

- (a) the orders referred to in Section 2.2(2) have been granted; and
- (b) the notices described in Section 12.1(1) have been published.

(2) The BC order approving this Settlement Agreement shall be substantially in the form attached hereto as Schedule C. The Ontario and Quebec orders approving this Settlement Agreement shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC order.

(3) The Plaintiffs can elect to request that the Courts hold joint hearings seeking approval of this Settlement Agreement pursuant to the Canadian Bar Association's Canadian Judicial Protocol for the Management of Multijurisdictional Class Actions. The Settling Defendants and other Releasees who are named as Defendants will not oppose any such request.

- (4) This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Application Confidentiality

(1) Until the first of the applications required by Section 2.2 is filed or as otherwise agreed by the Parties, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of Counsel for the Settling Defendants or Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), to give effect to the terms of the settlement, or as otherwise required by law. The Parties agree that the Settling Defendants are entitled to disclose the terms of the Settlement Agreement to the Releasees named as Defendants and to their respective counsel.

Section 3 - Settlement Benefits

3.1 Payment of Settlement Amount

- (1) Within sixty (60) days after the Date of Execution, the Settling Defendants shall pay the Settlement Amount to BC Counsel for deposit into the Trust Account.
- (2) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.
- (3) The Settlement Amount shall be all-inclusive.
- (4) Apart from the payment of the Settlement Amount by the Settling Defendants, the Releasees shall have no liability and no obligation to pay any amount, for any reason, pursuant to or in furtherance of the Proceedings, this Settlement Agreement or the Released Claims.
- (5) Once a Claims Administrator has been appointed, BC Counsel may transfer the Settlement Amount and interest earned on the Settlement Amount, less taxes paid and any deductions made in accordance with this Settlement Agreement or an order of the Courts on notice to the Settled Defendants, to the Claims Administrator.

(6) BC Counsel and the Claims Administrator, respectively, shall maintain the Trust Account as provided for in this Settlement Agreement.

(7) While in control of the Trust Account, each of BC Counsel and the Claims Administrator, respectively, shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(5), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account.

(3) BC Counsel or the Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(4) Subject to Section 3.2(5), the Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account.

(5) Notwithstanding Section 3.1(3) and (4), if this Settlement Agreement is terminated, the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendants in accordance with Section 7.3 who, in such case, shall be solely responsible for the payment of all taxes on such interest.

Section 4— Cooperation

4.1 Extent of Cooperation

(1) Within thirty (30) days of the Effective Date, or at a time mutually agreed upon by the Parties, and subject to any confidentiality order in these Proceedings and the other provisions of this Settlement Agreement, the Settling Defendants shall insofar as such production has not already been produced and production is not prohibited by law, use reasonable efforts to:

- (a) provide to Class Counsel electronic copies of any documents that were produced in the U.S. Litigation by the Releasees who are named as Defendants including, but not limited to any such documents provided to U.S. plaintiffs pursuant to any U.S. Settlement Agreements and any pre-existing translations of such documents;
- (b) provide to Class Counsel transactional sales data of the Settling Defendants related to ODD and ODD Products for the period of April 1, 2001 through January 1, 2012, sold in Canada. The transactional sales data will be provided in Excel or such other format as agreed upon by the Parties, and shall be delivered as a separate production from the other documents to be delivered pursuant to Section 4.1(1) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(1);
- (c) provide reasonable assistance to Class Counsel and/or the Plaintiffs' expert in understanding the transactional sales data produced by the Settling Defendants, including a reasonable number of written and/or telephonic communications with Class Counsel and/or the Plaintiffs' experts and between technical personnel;
- (d) provide to Class Counsel electronic copies of transcripts and video recordings of all depositions of current or former employees, officers or directors of the Settling Defendants, including all exhibits thereto, taken in the U.S. Litigation, including pursuant to the terms of any U.S. Settlement Agreement, and any pre-existing translations of such transcripts; and

- (e) provide to Class Counsel electronic copies of any documents (as defined in Rule 1-1(1) of the British Columbia *Supreme Court Civil Rules*) previously produced by the Settling Defendants to the Canadian Competition Bureau or the United States Department of Justice that are relevant to the allegations in the Proceedings (excluding documents created for the purpose of being so provided), and any pre-existing translations of such documents.
- (2) The obligation to provide documents and information pursuant to Section 4.1(1) shall be a continuing obligation to the extent documents that are required to be provided under Section 4.1(1) are identified by the Settling Defendants following the initial productions pursuant to this Settlement Agreement, but in no event shall the Settling Defendants be obliged to provide documents in addition to those listed in Section 4.1(1)
- (3) Documents provided to Class Counsel in accordance with this Section 4.1(1) will be provided in the format in which they were produced in the U.S. Litigation, to the Canadian Competition Bureau or the United States Department of Justice, and will include any pre-existing and non-privileged electronic coding. In addition, where the documents previously produced in the U.S. Litigation contain bates stamps on their face, a field will be produced containing the corresponding bates stamps of the first page of each document.
- (4) Nothing in Section 4.1 or any other section of this Settlement Agreement shall require or be construed to require the Settling Defendants, other Releasees named as Defendants, or any of their present, former or future officers, directors or employees to perform any act, including the transmittal or disclosure of any information, which would violate any federal, provincial, state or local privacy law, any law of a foreign jurisdiction, or any court order (including, without limitation, the Protective Order granted in the U.S. Litigation).
- (5) Nothing in Section 4.1 or any other section of this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants to disclose or produce any documents or information prepared by or for Counsel for the Settling Defendants or other Releasees named as Defendants, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any applicable jurisdiction including but not limited to Canada and the United States, or subject to solicitor-client

privilege, litigation privilege, or any other privilege, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Releasee. If Counsel for the Settling Defendants have created a relevant privilege log, or there is some other pre-existing document containing identifying information regarding the withheld documents, the Settling Defendants will provide Class Counsel with a copy of such log or document.

(6) If any documents protected by any privilege and/or any privacy law or other order, regulatory directive, rule or law of this or any applicable jurisdiction including but not limited to Canada and the United States are accidentally or inadvertently produced, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(7) Subject to the rules of evidence, any Court order with regard to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to provide or obtain affidavits for use at trial or otherwise in the Proceedings for the sole purpose of supporting the submission into evidence of any transactional data and/or documents provided by the Settling Defendants or other Releasees named as Defendants in accordance with this Settlement Agreement and for the prosecution of the Proceedings. If, and only if, a Court should determine that affidavits are inadequate for the purpose of submitting into evidence of the transactional data and/or documents produced by the Settling Defendants, the Settling Defendants agree to use reasonable efforts to make available for testimony at trial or otherwise appropriate current officers, directors and/or employees of the Settling Defendants or other Releasees named as Defendants, as is reasonably necessary for the prosecution of the Proceedings and, specifically, for the purpose of admitting into evidence any transactional data and/or documents provided by the Settling Defendants or other Releasees named as Defendants to Class Counsel pursuant to Section 4.1 herein. The Plaintiffs will work to minimize any burden on the Settling Defendants or other Releasees named as Defendants pursuant to this section.

(8) The obligations of the Settling Defendants to cooperate as particularized in Section 4.1 shall not be affected by the release provisions contained in Section 8.1 of this Settlement Agreement. If Class Counsel reach a settlement with all of the Non-Settling Defendants or obtain final judgment against each of them in each of the Proceedings, then all obligations under this Section 4 shall cease and this Section 4 shall be of no further force or effect.

(9) Subject to sections 4.1(10) and (11), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or documents from the Releasees or their current or former officers, directors or employees. The Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Releasees or their current or former officers, directors, employees, agents, or counsel, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(10) The Settlement Agreement does not abrogate any subpoena rights that the Plaintiffs may have in respect of the officers, directors and/or employees of the Settling Defendants.

(11) In the event that the Settling Defendants materially breach this Section 4.1, the Plaintiffs may move before the Courts to enforce the terms of this Settlement Agreement.

(12) A material factor influencing the decision by the Settling Defendants to execute this Settlement Agreement is their desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants and other Releasees named as Defendants and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue, unreasonable or disproportionate burden or expense on the Settling Defendants and other Releasees named as Defendants.

(13) The scope of the Settling Defendants' cooperation under this Settlement Agreement shall be limited to an alleged conspiracy to fix, raise, maintain or stabilize price, allocate markets or customers or restrict output or capacity, of ODD and ODD Products sold in Canada during the Class Period, subject to the requirements of Section 4.1(1)(b).

4.2 Intervention in the U.S. Litigation

(1) The Settling Defendants and other Releasees who are named as Defendants shall not oppose any application by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information subject to the stipulated Protective Order granted in the U.S. Litigation that are relevant to the Proceedings and is not otherwise inconsistent with the terms of this Settlement Agreement, including section 4.1(9). However, it is agreed that the Settling Defendants and other Releasees who are named as Defendants have no obligation to bring or otherwise participate in such an application.

4.3 Limits on Use of Documents

(1) It is understood and agreed that all documents and information made available or provided by the Settling Defendants and/or other Releasees named as Defendants to the Plaintiffs and Class Counsel under this Settlement Agreement, shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents or information are or become publicly available. The Plaintiffs and Class Counsel agree they will not disclose the documents and information provided by the Settling Defendants or other Releasees named as Defendants beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law, except to the extent that the documents or information are or become publicly available. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information.

(2) If the Plaintiffs intend to produce or file in the Proceedings any documents or other information provided by the Settling Defendants and/or other Releasees named as Defendants as cooperation under the Settlement Agreement (and such disclosure is not otherwise prohibited by the Settlement Agreement) which, at the time of being provided, were designated by the Settling Defendants and/or other Releasees named as Defendants as "Confidential – Subject to Procedure Under Section 4.3(2) of the HLDS Settlement

Agreement” and there is not already a confidentiality order issued in the Proceedings that applies to the documents and information provided as cooperation under this Settlement Agreement, Class Counsel shall provide the Settling Defendants and/or other Releasees named as Defendants with an advance description of the documents or other information sought to be produced or filed at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendants and/or other Releasees named as Defendants may bring a motion for the purpose of obtaining a sealing or confidentiality order or similar relief. The Plaintiffs and Class Counsel shall not produce or file the confidential information or documents until such motion has been decided and all applicable appeal periods have expired, except, so as not to delay prosecution of the Proceedings, Class Counsel may provide, on an interim basis, documents or information to counsel for the Non-Settling Defendants provided that counsel for the Non-Settling Defendants agree that they will keep the documents or information on an external-counsel only basis until the motion brought by the Settling Defendants and/or other Releasees’ who are named as Defendants has been decided and all applicable appeal periods have expired.

(3) In the event that a Person requests disclosure of documents or information provided by the Settling Defendants and/or other Releasees who are named as Defendants as cooperation under this Settlement Agreement which, at the time of being provided, were marked or designated by the Settling Defendants and/or other Releasees who are named as Defendants as “Confidential – Subject to Procedure Under Section 4.3(2) of the HLDS Settlement Agreement”, whether or not the Person applies for an order requiring the Plaintiffs to disclose or produce any documents or other information, and there is not already a confidentiality order issued in the Proceedings that applies to the documents and information provided as cooperation under this Settlement Agreement, Class Counsel shall provide notice to the Settling Defendants and/or other Releasees who are named as Defendants promptly upon becoming aware of it in order that the Settling Defendants and/or other Releasees who are named as Defendants may bring a motion to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production. The Plaintiffs and Class Counsel shall not disclose the confidential information or documents until the motion brought by the Settling Defendants and/or other Releasees has been decided and all applicable appeal

periods have expired, except: (i) to the extent such information or documents are otherwise publicly available, (ii) as ordered to do so by a Court; or (iii) in the event that the Person making the request is a Non-Settling Defendant, so as not to delay the prosecution of the Proceedings, Class Counsel may provide, on an interim basis, documents or information to counsel for the Non-Settling Defendant provided that counsel for the Non-Settling Defendant agree that they will keep the documents or information on an external-counsel only basis until the motion brought by the Settling Defendants and/or other Releasees has been decided and all applicable appeal periods have expired.

(4) In addition, until a confidentiality order that applies to the documents and information provided as cooperation under this Settlement Agreement is issued in the Proceedings, Class Counsel shall treat any documents received from the Settling Defendants and/or other Releasees who are named as Defendants as designated as Confidential or Highly Confidential in accordance with the provisions of the stipulated Protective Order granted in the U.S. Litigation. Once such a confidentiality order(s) is issued in the Proceedings, that/those order(s) shall govern the documents and information provided as cooperation under this Settlement Agreement.

Section 5– Distribution of the Settlement Amount and Accrued Interest

5.1 Distribution Protocol

(1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or in private out-of-class settlements, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

5.2 No Responsibility for Administration or Fees

- (1) The Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

Section 6 – Opting-Out

6.1 Procedure

- (1) Class Counsel will seek Court approval of the following opt-out process as part of the orders certifying or authorizing the Proceedings as class proceedings for settlement purposes:
 - (a) Persons seeking to opt-out of the Proceedings must do so by sending a written election to opt-out, signed by the Person or the Person's designee, by pre-paid mail, courier, fax or email to Class Counsel at an address to be identified in the notice described in Section 12.1(1). Residents of Quebec must also send the written election to opt-out by pre-paid mail or courier to the Quebec Court at an address to be identified in the notice described in Section 12.1(1).
 - (b) Any potential Settlement Class Member who validly opts-out of the Proceedings shall not be able to participate in the Proceedings and no further right to opt-out of the Proceedings will be provided.
 - (c) An election to opt-out sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in the notice described in Section 12.1(1). Where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Class Counsel.
 - (d) The written election to opt-out must contain the following information in order to be valid:
 - (A) the Person's full name, current address and telephone number;

- (B) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation;
 - (C) a statement to the effect that the Person wishes to be excluded from the Proceedings; and
 - (D) to the extent that it is reasonably available, the aggregate purchase price paid by the Person for ODD and/or ODD Products purchased in Canada during the Class Period, less any rebates, delivery or shipping charges, taxes, and any other form of discounts. If this information is not reasonably available, the Person shall provide a good faith estimate and the basis of the estimate.
- (e) Quebec Class Members who have commenced proceedings or commence proceedings and fail to discontinue such proceedings by the Opt-Out Deadline shall be deemed to have opted out. Quebec Counsel warrant and represent that, to the best of their knowledge, no such action has been commenced as of the Execution Date.
- (2) Within thirty (30) days of the Opt-Out Deadline, Ontario Counsel shall provide to the Defendants a report containing the names of each Person who has validly and timely opted out of the Proceedings.
- (3) With respect to any potential Settlement Class Member who validly opts-out from the Proceedings, the Settling Defendants reserve all of their legal rights and defences.
- (4) The Plaintiffs through their respective Class Counsel expressly waive their right to opt-out of the Proceedings.

Section 7- Termination of Settlement Agreement

7.1 Right of Termination

- (1) In the event that:

- (a) any Court declines to certify or authorize the Proceedings for settlement purposes as against the Settling Defendants;
- (b) the Ontario or BC Court declines to dismiss the Ontario Action or BC Action, as applicable, against the Settling Defendants or the other Releasees who are named as Defendants;
- (c) the Quebec Court declines to declare settled out of court the Quebec Action against the Settling Defendants or the other Releasees who are named as Defendants;
- (d) any Court declines to approve this Settlement Agreement or any material part hereof;
- (e) any Court approves this Settlement Agreement in a materially modified form;
- (f) any orders approving this Settlement Agreement made by the Courts do not become Final Orders or are issued in a materially modified form;
- (g) the Settlement Amount is not paid in accordance with Section 3.1(1);
- (h) the Opt-Out Threshold is met or exceeded; or
- (i) any Court does not approve the opt-out procedure as set out in Section 6.1 of this Settlement Agreement,

the Settling Defendants and the Plaintiffs shall have the right to terminate this Settlement Agreement, except with respect to (g), in which case only the Plaintiffs shall have the right to terminate this Settlement Agreement and (h), in which case only the Settling Defendants shall have the right to terminate this Settlement Agreement. The right to terminate shall be exercised by delivering a written notice within thirty (30) days following an event described above, except in the case of (h), in which case the Settling Defendants' right to terminate shall be exercised by delivering a written notice within thirty (30) days after Settling Defendants receive the report provided pursuant to in Subsection 6.1(2) of this Agreement.

(2) Except as provided for in Section 7.4, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

(3) Any order, ruling or determination made (or rejected) by any Court with respect to:

- (a) Class Counsel Fees;
- (b) the Distribution Protocol; or
- (c) documentary confidentiality;

shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

7.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- (a) no application to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any prior order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement, or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation; and

- (d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendants and/or other Releasees who are named as Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and/or other Releasees who are named as Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants and/or other Releasees who are named as Defendants to any other Person, shall endeavour to recover and destroy such documents or information. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants or other Releasees who are named as Defendants, or received from the Settling Defendants or other Releasees who are named as Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the relevant Settling Defendants and/or other Releasees who are named as Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.

7.3 Allocation of Monies in the Trust Account Following Termination

- (1) If the Settlement Agreement is terminated, BC Counsel or the Claims Administrator, as the case may be, shall within thirty (30) days of the written notice pursuant to section 7.1(1) return to the Settling Defendants all monies in the Trust Account including interest but less the costs of notice expended in accordance with Section 12 and less the cost of any translations required under Section 15.12.

7.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated, the provisions of Sections 3.2(5), 7.1(2), 7.2, 7.3, 7.4, 10.1, 10.2, 12.1(2) and 13.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.2(5), 7.1(2), 7.2, 7.3, 7.4, 10.1, 10.2, 12.1(2) and 13.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 8– Releases and Dismissals

8.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 8.3, and in consideration of payment of the Settlement Amount and other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

(2) The Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of different facts.

8.2 Release by Releasees

(1) Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

8.3 Covenant Not To Sue

(1) Notwithstanding Section 8.1, upon the Effective Date, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

8.4 No Further Claims

(1) Upon the Effective Date, the Releasors shall not now or hereafter institute, continue, provide assistance for, or intervene in, or maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the Negligence Act, RSBC 1996, c. 333 or other legislation or common law or in equity, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. For greater certainty, and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

8.5 Dismissal of the Proceedings

(1) Upon the Effective Date, the BC Action and the Ontario Action shall be dismissed with prejudice and without costs as against the Settling Defendants and other Releasees who are named as Defendants.

(2) Upon the Effective Date, the Quebec Action shall be declared settled out of court with prejudice and without costs and without reservation as against the Settling Defendants

and other Releasees who are named as Defendants, and the Parties shall sign and file a declaration of settlement out of court with the Quebec Court.

8.6 Dismissal of Other Actions

(1) Upon the Effective Date, each Settlement Class Member shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

(2) Upon the Effective Date, all Other Actions commenced by any Settlement Class Member shall be dismissed as against the Releasees, without costs, with prejudice and without reservation, and Class Counsel (i) shall seek orders from the Courts confirming same, in respect of all Other Actions commenced in British Columbia, Ontario or Quebec, and (ii) if requested by the Settling Defendants, Class Counsel shall cooperate with the Settling Defendants to seek orders confirming same in respect of any Other Actions commenced in a Canadian province other than British Columbia, Ontario or Quebec.

8.7 Material Term

(1) The releases, covenants, dismissals, and granting of consent contemplated in this Section 8 shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases, covenants, dismissals, and granting of consent contemplated herein shall give rise to a right of termination pursuant to Section 7.1 of the Settlement Agreement.

Section 9- Bar Order, Waiver of Solidarity Order and Other Claims

9.1 British Columbia and Ontario Bar Order

(1) Class Counsel shall obtain a bar order from the BC Court and the Ontario Court providing for the following:

- (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in

the Proceedings or any Other Actions, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

- (b) if the BC Court or the Ontario Court, as applicable, ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

- (A) the BC and Ontario Plaintiffs and Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

- (B) the BC and Ontario Plaintiffs and Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several

liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario and BC Plaintiffs and Settlement Class Members, if any, and, for greater certainty, the Ontario and BC Plaintiffs and Settlement Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

- (C) the BC and Ontario Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant Proceeding, whether or not the Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding and any determination by the BC Court or Ontario Court, as applicable, in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceeding;
- (c) a Non-Settling Defendant may, on application to the BC Court or the Ontario Court, as applicable, determined as if the Settling Defendants or other Releasees who are named as Defendants remained parties to the relevant Proceedings, and on at least twenty (20) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:
 - (A) documentary discovery and an affidavit of documents (list of documents in British Columbia) from the Settling Defendants and

other Releasees who are named as Defendants in accordance with that Court's rules of procedure;

- (B) oral discovery of a representative of the Settling Defendants and other Releasees who are named as Defendants, the transcript of which may be read in at trial;
 - (C) leave to serve a request to admit on the Settling Defendants and other Releasees who are named as Defendants (notice to admit in British Columbia) in respect of factual matters; and/or
 - (D) the production of a representative of the Settling Defendants and other Releasees who are named as Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (d) the Settling Defendants and the other Releasees who are named as Defendants retain all rights to oppose any application brought pursuant to Section 9.1(1)(c), including any such application brought at trial seeking an order requiring the Settling Defendants or the other Releasees who are named as Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendants or other Releasees named as Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be provided and/or information obtained from discovery in accordance with Section 9.1(1)(c);
- (e) on any application brought pursuant to Section 9.1(1)(c), the BC or Ontario Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;
- (f) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;
- (g) the BC and Ontario Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants and the other Releasees who are

named as Defendants will attorn to the jurisdiction of the BC and Ontario Courts for these purposes only; and

- (h) a Non-Settling Defendant may effect service of the application(s) referred to in Section 9.1(1)(c) on a Settling Defendant or the other Releasees who are named as Defendants by service on their Counsel of record in the relevant Proceedings.

9.2 Quebec Waiver or Renunciation of Solidarity Order

(1) Class Counsel shall obtain a waiver or renunciation of solidarity from the Québec Court providing for the following:

- (a) the Quebec Plaintiff and the Settlement Class Members in the Quebec Action expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;
- (b) the Quebec Plaintiff and the Settlement Class Members in the Quebec Action shall henceforth only be able to claim and recover damages, including punitive damages, interests and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
- (c) any claims in warranty, recursory action, forced intervention or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action; and
- (d) the ability of Non-Settling Defendants to seek discovery from the Settling Defendants and other Releasees who are named as Defendants shall be determined according to the provisions of the *Quebec Code of Civil Procedure*, and the Settling Defendants and other Releasees who are named as Defendants shall retain and reserve all of their rights to oppose such discovery under the *Quebec Code of Civil Procedure*.

9.3 Claims Against Other Entities Reserved

(1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by Releasors against any Person other than the Releasees.

9.4 Material Term

(1) The Parties acknowledge that the bar orders, waivers, denunciations of solidarity and reservation of rights contemplated in this Section 9 shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the bar orders, waivers, denunciations of solidarity and reservation of rights contemplated herein shall give rise to a right of termination pursuant to Section 7.1 of the Settlement Agreement.

Section 10 – Effect of Settlement

10.1 No Admission of Liability

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if the Settlement Agreement is terminated. Further, whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs.

10.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

10.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Releasees that relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is or becomes otherwise publicly available or unless ordered to do so by a court.

(2) Section 10.3(1) shall be inoperative to the extent that it is inconsistent with BC Counsel's obligations under sections 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia*.

Section 11 – Certification or Authorization for Settlement Only

(1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Settling Defendants solely for purposes of settlement of the Proceedings in respect of the Settling Defendants and the approval of this Settlement Agreement by the Courts, and such certification or authorization shall not be used or relied on as against the Settling Defendants or other Releasees who are named as Defendants for any other purpose or in any other Proceeding.

(2) The Parties agree that the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes in the applications for certification or authorization of the relevant Proceedings and for the approval of this Settlement Agreement.

(3) The Parties agree that the certification or authorization of the relevant Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants or any other Persons or parties that are not Releasees, except as expressly set out in this Settlement Agreement.

Section 12- Notice to Settlement Classes

12.1 Notices Required

(1) Class Counsel will give the proposed Settlement Classes a single notice of (i) the certification or authorization of the Proceedings as class proceedings as against the Settling Defendants for settlement purposes and the right to opt-out of the Proceedings, (ii) the dates of hearings at which the Courts will be asked to approve the Settlement Agreement and, (iii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to request the Courts to approve Class Counsel Fees.

(2) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Classes shall be given notice of such event.

12.2 Form and Distribution of Notices

(1) The notices shall be in a form agreed upon by the Parties and approved by the Courts.

(2) The notices shall be disseminated by a method agreed upon by the Parties and approved by the Courts.

(3) A copy of the notices shall be sent by direct mail or email to Persons who have commenced an Other Action and their counsel of record.

Section 13 – Administration and Implementation

13.1 Mechanics of Administration

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and Distribution Protocol shall be determined by the Courts on applications brought by Class Counsel.

13.2 Information and Assistance

(1) The Settling Defendants will make reasonable best efforts to provide a list of available names and addresses (including any relevant email addresses) of those Persons in Canada who purchased ODD and/or ODD Products from the Settling Defendants, Hitachi, Ltd., LG Electronics Inc., LG Electronics Canada, Inc., and LG Electronics USA, Inc. during the Class Period and the Purchase Price paid by each such Person for such purchases. The Settling Defendants cannot and do not warrant the accuracy or completeness of the information to be provided under this section, and Plaintiffs and Class Counsel acknowledge being advised by the Settling Defendants that the information is likely to be incomplete. The information shall be delivered in Microsoft Excel or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel, and shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1(1) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(1).

(2) The name and address information required by Section 13.2(1) shall be delivered to Class Counsel within thirty (30) days of the Date of Execution. The Purchase Price information required by Section 13.2(1) shall be delivered to Class Counsel within thirty (30) days of the Effective Date.

(3) Class Counsel may use the information provided under Section 13.2(1):

- (a) to facilitate the dissemination of the notices required in Section 12.1(1);
- (b) to advise Persons in Canada who purchased ODD and/or ODD Products from the Releasees during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;
- (c) to facilitate the claims administration process with respect to this Settlement Agreement and any other settlement agreement and/or court award achieved in the Proceedings; and

(d) as otherwise authorized in Section 4.

(4) All information provided by the Settling Defendants pursuant to Section 13.2 shall be dealt with in accordance with Section 4, except that Class Counsel may disclose all information provided by the Settling Defendants pursuant to Section 13.2 to any Court-appointed notice provider and/or any Court-appointed claims administrator, to the extent reasonably necessary for the purposes enumerated in Section 13.2(3). Any Court-appointed notice provider and/or any Court-appointed claims administrator shall be bound by the same confidentiality obligations set out in Section 4. If this Settlement Agreement is terminated, all information provided by the Settling Defendants pursuant to Section 13.2 shall be dealt with in accordance with Section 7.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

(5) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 13.2 from Class Counsel or any Court-appointed notice provider and/or Court-appointed claims administrator. The Settling Defendants' obligations to make themselves reasonably available to respond to questions as particularized in this Section shall not be affected by the release provisions contained in Section 8 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this Section 13.2 shall cease when the Proceedings are resolved as against all Defendants and all settlement funds or court awards have been distributed.

(6) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to section 13.2.

Section 14 – Class Counsel Fees and Administrative Expenses

(1) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement or at such other time as they may determine in their sole discretion.

(2) The costs of the notices referred to in Section 12.1, including any related transaction costs, and, if required, the translation referred to in Section 15.12, shall be paid by BC Counsel out of the Trust Account as they become due.

(3) Except as provided in Section 14(2), Class Counsel Fees and Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(4) The Settling Defendants shall not be liable for any fees, disbursements or taxes of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, and/or any amounts payable to the Fonds d'aide aux actions collectives in Quebec as a result of this Settlement Agreement.

Section 15 - Miscellaneous

15.1 Applications for Directions

(1) Class Counsel or the Settling Defendants may apply to the BC Court and/or such other Courts as may be required by the Courts for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless the Courts order otherwise, applications for directions that do not relate specifically to the matters affecting the Ontario Action, Settlement Class Members in the Ontario Action, the Quebec Action or/and Settlement Class Members in the Quebec Action shall be determined by the BC Court.

(2) All applications contemplated by this Settlement Agreement shall be on notice to the Parties.

15.2 Releasees Have No Liability for Administration

(1) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement or Distribution Protocol.

15.3 Headings, etc.

(1) In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

15.4 Computation of Time

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,
 - (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
 - (b) only in the case where the time for doing an act expires on a holiday, as "holiday" is defined in the British Columbia *Supreme Court Civil Rules*, the act may be done on the next day that is not a holiday.

15.5 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over the Proceeding commenced in its jurisdiction, the Parties thereto and the Class Counsel Fees in that Proceeding.
- (2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.
- (3) Notwithstanding Sections 15.5(1) and 15.5(2), the BC Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members, Settling Defendants and the Releasees who are named as Defendants attorn to the jurisdiction

of the BC Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Settlement Class Member in the Ontario Action or a Settlement Class Member in the Quebec Action shall be determined by the BC Court.

15.6 Governing Law

(1) Subject to Section 15.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

(2) Notwithstanding Section 15.6(1), for matters relating specifically to the Ontario or Quebec Action, the Ontario or Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

15.7 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

15.8 Amendments

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

15.9 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the successors and assigns of the Plaintiffs and Settling Defendants. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs or Class Counsel shall be binding upon all Settlement Class Members and

Releasers. The Releasees (other than the Settling Defendants which are parties hereto) are third party beneficiaries of this Settlement Agreement and are authorized to enforce its terms applicable to them.

15.10 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

15.11 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

15.12 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by the Quebec Court, Class Counsel and/or a translation firm mandated by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

15.13 Transaction

(1) The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Quebec Civil Code*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

15.14 Recitals

- (1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

15.15 Schedules

- (1) The Schedules annexed hereto form part of this Settlement Agreement.

15.16 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
 - (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
 - (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party beyond the terms of the Settlement Agreement with respect to the first Party's decision to execute this Settlement Agreement.

15.17 Authorized Signatures

- (1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

15.18 Notice

- (1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be

provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel in the Proceedings:

Reidar Mogerman

CAMP FIORANTE MATTHEWS MOGERMAN
4th Floor, 856 Homer St.
Vancouver, BC V6B 2W5

Tel.: 604-689-7555
Fax: 604-689-7554
Email: service@cfmlawyers.ca

Charles M. Wright and Linda Visser

SISKINDS LLP
Barristers and Solicitors
680 Waterloo Street
London, ON N6A 3V8

Tel.: 519-660-7753
Fax: 519-672-6065
Email: charles.wright@siskinds.com
linda.visser@siskinds.com

Jeff Orenstein

CONSUMER LAW GROUP INC.
1030 rue Berri, Suite 102
Montreal, Quebec, H2L 4C3

Tel.: 514-266-7863
Fax: 514-868-9690
Email: jorenstein@clg.org

For the Settling Defendants:

Subrata Bhattacharjee

BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, ON, Canada
M5H 4E3

Tel: 416.367.6371
Fax: 416.367.6749
Email: sbhattacharjee@blg.com

15.19 Date of Execution

- (1) The Parties have executed this Settlement Agreement as of the date on the cover page.

NEIL GODFREY, THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY and C. FOGELMAN on their own behalf and on behalf of the Settlement Class by their counsel

Signature of Authorized Signatory: _____

Name of Authorized Signatory:

Reidar Mogerman
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory: _____

Name of Authorized Signatory:

Charles M. Wright
Siskinds LLP
Ontario Class Counsel

Signature of Authorized Signatory: _____

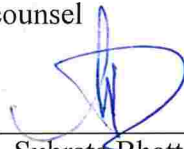
Name of Authorized Signatory:

Jeff Orenstein
Consumer Law Group Inc.
Quebec Class Counsel

HITACHI-LG DATA STORAGE, INC. AND HITACHI-LG DATA STORAGE KOREA, INC. by their counsel

Signature of Authorized Signatory: _____

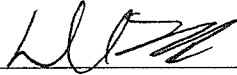
Name of Authorized Signatory:



Subrata Bhattacharjee
Borden Ladner Gervais LLP
Counsel for the Settling Defendants

15.19 Date of Execution

- (1) The Parties have executed this Settlement Agreement as of the date on the cover page.

NEIL GODFREY, THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY and C. FOGELMAN on their own behalf and on behalf of the Settlement Class by their counsel

Signature of Authorized Signatory: 
Name of Authorized Signatory: *per* Reidar Mogerman
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory: 
Name of Authorized Signatory: *per* Charles M. Wright
Siskinds LLP
Ontario Class Counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Jeff Orenstein
Consumer Law Group Inc.
Quebec Class Counsel

HITACHI-LG DATA STORAGE, INC. AND HITACHI-LG DATA STORAGE KOREA, INC. by their counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Subrata Bhattacharjee
Borden Ladner Gervais LLP
Counsel for the Settling Defendants

15.19 Date of Execution

- (1) The Parties have executed this Settlement Agreement as of the date on the cover page.

NEIL GODFREY, THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY and C. FOGELMAN on their own behalf and on behalf of the Settlement Class by their counsel

Signature of Authorized Signatory:

Name of Authorized Signatory:

Reidar Mogerman
Camp Fiorante Matthews Mogerman
BC Class Counsel


Signature of Authorized Signatory:

Name of Authorized Signatory:

Charles M. Wright
Siskinds LLP
Ontario Class Counsel

Signature of Authorized Signatory:

Name of Authorized Signatory:



Jeff Orenstein
Consumer Law Group Inc.
Quebec Class Counsel

HITACHI-LG DATA STORAGE, INC. AND HITACHI-LG DATA STORAGE KOREA, INC. by their counsel

Signature of Authorized Signatory:

Name of Authorized Signatory:

Subrata Bhattacharjee
Borden Ladner Gervais LLP
Counsel for the Settling Defendants

SCHEDULE "A"

Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
BC Action				
Supreme Court of British Columbia (Vancouver Registry) (Court File No. S-106462)	Camp Fiorante Matthews Mogerman	Neil Godfrey	Sony Corporation, Sony Optiarc, Inc., Sony Optiarc America Inc., Sony Of Canada Ltd., Sony Electronics, Inc., NEC Corporation, NEC Canada Inc., Toshiba Corporation, Toshiba Samsung Storage Technology Corp., Toshiba Samsung Storage Technology Corp. Korea, Toshiba of Canada Ltd., Toshiba America Information Systems, Inc., Samsung Electronics Co., Ltd., Samsung Electronics Canada Inc., Samsung Electronics America, Inc., Hitachi-LG Data Storage, Inc., Hitachi-LG Data Storage Korea, Inc., Hitachi, Ltd., LG Electronics, Inc., LG Electronics Canada, LG Electronics USA, Inc., TEAC Corporation, TEAC America, Inc., TEAC Canada, Ltd., Koninlijke Philips Electronics N.V., Lite-On It Corporation of Taiwan, Philips & Lite-On Digital Solutions Corporation, Philips & Lite-On Digital Solutions USA, Inc., Philips Electronics Ltd., Quanta Storage, Inc., Quanta Storage America,	All Persons resident in British Columbia who purchased ODD and/or an ODD Product during the Class Period, except Excluded Persons.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			Inc., Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., BenQ Corporation, BenQ America Corporation, BenQ Canada Corp., Pioneer Corporation, Pioneer North America, Inc., Pioneer Electronics (USA) Inc., Pioneer High Fidelity Taiwan Co., Ltd. and Pioneer Electronics of Canada Inc.	
Ontario Action				
Ontario Superior Court of Justice (London) (1501/10CP)	Siskinds LLP	The Fanshawe College of Applied Arts And Technology	Sony Optiarc, Inc., Sony Optiarc America Inc., Sony Corporation, Sony of Canada Ltd., Sony Computer Entertainment America LLC, Sony Computer Entertainment Canada, Inc., Sony Electronics, Inc., NEC Corporation, NEC Canada, Inc., Toshiba Samsung Storage Technology Corp, Toshiba Corp., Toshiba Samsung Storage Technology Corp. Korea, Toshiba of Canada Ltd., Toshiba America Information Systems, Inc., Samsung Electronics Co., Samsung Electronics Canada Inc., Samsung Electronics America, Inc., Hitachi-LG Data Storage Inc., Hitachi-LG Data Storage Korea, Inc., Hitachi Ltd., LG Electronics Inc., LG Electronics Canada, LG Electronics USA, Inc., TEAC Corporation, TEAC America, Inc.,	All Persons in Canada who purchased ODD and/or ODD Products during the Class Period, except the Excluded Persons and Persons who are included in the Quebec Settlement Class or the BC Settlement Class.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			TEAC Canada, Ltd., Koninklijke Philips Electronics N.V., BenQ Corporation, BenQ America Corporation, BenQ Canada Corp., Lite-On It Corporation, Philips & Lite-On Digital Solutions Corporation, Philips & Lite-On Digital Solutions USA, Inc., Philips Electronics Ltd., Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada, Inc., Quanta Storage, Inc., Quanta Storage America, Inc., Pioneer Corporation, Pioneer High Fidelity Taiwan Co., Ltd., Pioneer North America, Inc., Pioneer Electronics (USA) Inc., and Pioneer Electronics of Canada, Inc.	
Quebec Action				
Superior Court of Québec (Montreal) (File No. 500-06-000504-106)	Consumer Law Group Inc.	C. Fogelman	Sony Corporation, Sony of Canada Ltd., Sony Corporation of America, Sony Optiarc, Inc., Sony Optiarc America Inc., Sony NEC Optiarc, Inc., Toshiba Corporation, Toshiba America Consumer Products, LLC, Toshiba of Canada Limited, Samsung Electronics Company, Ltd., Samsung Electronics America Inc., Samsung Electronics Canada Inc., Toshiba Samsung Storage Technology Corporation, Hitachi, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., LG	All Persons resident in Quebec who purchased ODD and/or an ODD Product during the Class Period, except the Excluded Persons.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			Electronics, Inc., LG Electronics Canada, LG Electronics USA, Inc., Hitachi-LG Data Storage, Inc., Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Canada Ltd., Lite-On It Corporation, Philips & Lite-On Digital Solution Corporation, Philips & Lite-On Digital Solutions USA, Inc., NEC Corporation, NEC Electronics America, Inc., TEAC Corporation, TEAC America, Inc., TEAC Canada Ltd.	

SCHEDULE "B"

No. S-106462
Vancouver Registry

In the Supreme Court of British Columbia

Between:

NEIL GODFREY

Plaintiff

and:

SONY CORPORATION, SONY OPTIARC, INC., SONY OPTIARC AMERICA INC., SONY OF CANADA LTD., SONY ELECTRONICS, INC., NEC CORPORATION, NEC CANADA INC., TOSHIBA CORPORATION, TOSHIBA SAMSUNG STORAGE TECHNOLOGY CORP., TOSHIBA SAMSUNG STORAGE TECHNOLOGY CORP. KOREA, TOSHIBA OF CANADA LTD., TOSHIBA AMERICA INFORMATION SYSTEMS, INC., SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS CANADA INC., SAMSUNG ELECTRONICS AMERICA, INC., HITACHI-LG DATA STORAGE, INC., HITACHI-LG DATA STORAGE KOREA, INC., HITACHI LTD., LG ELECTRONICS, INC., LG ELECTRONICS CANADA, LG ELECTRONICS USA, INC., TEAC CORPORATION, TEAC AMERICA, INC., TEAC CANADA, LTD., KONINLIJKE PHILIPS ELECTRONICS N.V., LITE-ON IT CORPORATION OF TAIWAN, PHILIPS & LITE-ON DIGITAL SOLUTIONS CORPORATION, PHILIPS & LITE-ON DIGITAL SOLUTIONS USA, INC., PHILIPS ELECTRONICS LTD., QUANTA STORAGE, INC., QUANTA STORAGE AMERICA, INC., PANASONIC CORPORATION, PANASONIC CORPORATION OF NORTH AMERICA, PANASONIC CANADA INC., BENQ CORPORATION, BENQ AMERICA CORPORATION BENQ CANADA CORP., PIONEER CORPORATION, PIONEER NORTH AMERICA, INC., PIONEER ELECTRONICS (USA) INC., PIONEER HIGH FIDELITY TAIWAN CO., LTD. AND PIONEER ELECTRONICS OF CANADA INC.

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

**ORDER MADE AFTER APPLICATION REGARDING:
HITACHI-LG DATA STORAGE CERTIFICATION FOR SETTLEMENT AND
APPROVAL OF NOTICE OF SETTLEMENT APPROVAL HEARING**

BEFORE

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)

THE HONOURABLE
MR. JUSTICE MASUHARA

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dd/mm/yy

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ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on dd/mm/yy and on hearing **[counsel appearing]**; and on reading the materials filed, including the Settlement Agreement;

THIS COURT ORDERS that:

1. Except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

Certification for Settlement

2. The BC Action is certified as a class proceeding as against Hitachi-LG Data Storage, Inc. and Hitachi-LG Data Storage Korea, Inc. (collectively, the "Settling Defendants") for settlement purposes only.

3. The BC Settlement Class is defined as:

All persons resident in British Columbia who purchased ODD and/or ODD Products in Canada during the Class Period, except Excluded Persons.

4. Neil Godfrey is appointed as the representative plaintiff for the BC Settlement Class.

5. The BC Action is certified on the basis of the following issue common to the BC Settlement Class:

Did the Settling Defendants, or any of them, conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, ODD directly or indirectly in Canada during the Class Period? If so, what damages, if any, are payable by the Settling Defendants, or any of them to the Settlement Class Members?

6. The certification of the BC Action as against the Settling Defendants for settlement purposes pursuant to this Order, including the definition of the BC Settlement Class and the Common Issue, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC Action.

7. Members of the BC Settlement Class who wish to opt-out of this action must do so by sending a written election to opt-out signed by the Person or the Person's designee, by pre-paid mail, courier, fax or email to Class Counsel at the address identified in the Notice of Certification and Settlement Approval Hearing.

8. An election to opt-out sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the address identified in the Notice of Certification and Settlement Approval Hearing. Where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Class Counsel.

9. In addition to complying with paragraphs 7 and 8, any Person who wishes to opt-out of the BC Action must include the following information as part of their written election to opt-out:

- (a) the Person's full name, current address and telephone number;
- (b) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation;
- (c) a statement to the effect that the Person wishes to be excluded from the Proceedings; and
- (d) to the extent that it is reasonably available, the aggregate purchase price paid by the Person for ODD and/or ODD Products purchased in Canada during the Class Period, less any rebates, delivery or shipping charges, taxes, and any other form of discounts. If this information is not reasonably available, the Person shall provide a good faith estimate and the basis of the estimate.

10. Within thirty (30) days of the Opt-Out Deadline, Ontario Counsel shall provide to the Defendants a report containing the names of each Person who has validly and timely opted out of the Proceedings.

11. Any putative member of the BC Settlement Class who validly opts-out of this action shall be excluded from this action and the BC Settlement Class and shall no longer participate or have the opportunity to participate in this action in the future.

12. Any putative member of the BC Settlement Class who does not validly opt-out in the manner and time prescribed above, shall be deemed to have elected to participate in this action and may not opt out of this action in the future.

13. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the Supreme Court Civil Rules are dispensed with in respect of the BC Action.

Notices of Certification for Settlement and Settlement Approval Hearing

14. The long-form Notice of Certification and Settlement Approval Hearing substantially in the form attached hereto as **Schedule "A"** is approved.

15. The short-form Notice of Certification and Settlement Approval Hearing substantially in the form attached hereto as **Schedule "B"** is approved.

16. The Plan of Dissemination of the Notice of Certification and Settlement Approval Hearing in the form attached as **Schedule "C"** is approved and the Notice of Certification and Settlement Approval Hearings shall be disseminated in accordance with the Plan of Dissemination.

17. This Order is contingent upon parallel orders being made by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the Ontario Court and the Quebec Court

18. Endorsement of this Order by counsel for the Non-Settling Defendants and Settled Defendants shall be dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the plaintiff

Reidar Mogerman

Signature of lawyer for Hitachi-LG Data
Storage, Inc. and Hitachi-LG Data Storage
Korea, Inc.

Subrata Bhattacharjee

By the Court

Registrar

SCHEDULE "C"

No. S-106462
Vancouver Registry

In the Supreme Court of British Columbia

Between:

NEIL GODFREY

Plaintiff

and:

SONY CORPORATION, SONY OPTIARC, INC., SONY OPTIARC AMERICA INC., SONY OF CANADA LTD., SONY ELECTRONICS, INC., NEC CORPORATION, NEC CANADA INC., TOSHIBA CORPORATION, TOSHIBA SAMSUNG STORAGE TECHNOLOGY CORP., TOSHIBA SAMSUNG STORAGE TECHNOLOGY CORP. KOREA, TOSHIBA OF CANADA LTD., TOSHIBA AMERICA INFORMATION SYSTEMS, INC., SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS CANADA INC., SAMSUNG ELECTRONICS AMERICA, INC., HITACHI-LG DATA STORAGE, INC., HITACHI-LG DATA STORAGE KOREA, INC., HITACHI LTD., LG ELECTRONICS, INC., LG ELECTRONICS CANADA, LG ELECTRONICS USA, INC., TEAC CORPORATION, TEAC AMERICA, INC., TEAC CANADA, LTD., KONINLIJKE PHILIPS ELECTRONICS N.V., LITE-ON IT CORPORATION OF TAIWAN, PHILIPS & LITE-ON DIGITAL SOLUTIONS CORPORATION, PHILIPS & LITE-ON DIGITAL SOLUTIONS USA, INC., PHILIPS ELECTRONICS LTD., QUANTA STORAGE, INC., QUANTA STORAGE AMERICA, INC., PANASONIC CORPORATION, PANASONIC CORPORATION OF NORTH AMERICA, PANASONIC CANADA INC., BENQ CORPORATION, BENQ AMERICA CORPORATION BENQ CANADA CORP., PIONEER CORPORATION, PIONEER NORTH AMERICA, INC., PIONEER ELECTRONICS (USA) INC., PIONEER HIGH FIDELITY TAIWAN CO., LTD. AND PIONEER ELECTRONICS OF CANADA INC.

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

**ORDER MADE AFTER APPLICATION FOR
APPROVAL OF HITACHI-LG DATA STORAGE SETTLEMENT AGREEMENT**

BEFORE

THE HONOURABLE
MR. JUSTICE MASUHARA

dd/mm/yyyy

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ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on dd/mm/yy and on hearing **[counsel appearing]**; and on reading the materials filed, including the Settlement Agreement;

This Court certified the BC Action as a class proceeding as against Hitachi-LG Data Storage, Inc. and Hitachi-LG Data Storage Korea, Inc. (collectively the "Settling Defendants") for settlement purposes only on ♦.

Settlement Class Members were advised of the right to opt-out of the Proceedings. The deadline for opting-out was ♦. Class Counsel received ♦ requests to opt-out of the Proceedings.

Settlement Class Members were advised of the right to object to the Settlement Agreement. The deadline for objecting was ♦. Class Counsel received ♦ objections.

THIS COURT ORDERS that:

1. Except to the extent they are modified by this Order, the definitions set out in the settlement agreement reached with the Settling Defendants, dated ♦ (the "Settlement Agreement") attached as Schedule "A" apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.
4. The Settlement Agreement is approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996, c. 50 and shall be implemented and enforced in accordance with its terms.
5. The Settlement Agreement is incorporated by reference to and forms part of this Order and is binding upon the plaintiff and all BC Settlement Class Members.
6. Upon the Effective Date,
 - (a) each BC Settlement Class Member shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice; and

- (b) each Other Action commenced in British Columbia by any BC Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

7. This Order, including the Settlement Agreement, is binding upon each member of the BC Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the Supreme Court Civil Rules are dispensed with in respect of the BC Action.

8. Upon the Effective Date, in accordance with s. 8.3(1) of the Settlement Agreement, each Releasor resident in British Columbia covenants not to sue and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. The use of the terms "Releasors", "Releasees" and "Released Claims" in this Order is a matter of form only for consistency with the Settlement Agreement.

9. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee whether pursuant to the Negligence Act, RSBC 1996, c. 333, or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

10. All claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings, or any Other Action, or otherwise by any Non-Settling Defendant, any Settled Defendant, any named or unnamed co-conspirators who are not Releasees or any other Person or party, against a Releasee,

or by a Releasee against a Non-Settling Defendant, any Settled Defendant, any named or unnamed co-conspirators who are not Releasees or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Proceedings).

11. If this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

- (a) the BC Plaintiff and the BC Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (b) the BC Plaintiff and the BC Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the BC Plaintiff and BC Settlement Class Members, if any, and, for greater certainty, the BC Settlement Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

- (c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Action, whether or not the Releasees remain in the BC Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Action and shall not be binding on the Releasees in any other proceeding.

12. Nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of BC Settlement Class Members in the BC Action or the rights of the BC Plaintiff and the BC Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.

13. A Non-Settling Defendant may, on application to this Court determined as if the Settling Defendants and the other Releasees who are named as Defendants remained parties to the BC Action and on at least ten (20) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (a) documentary discovery and a list of documents in accordance with the *Supreme Court Civil Rules* from the Settling Defendants and the other Releasees who are named as Defendants;
- (b) oral discovery of a representative of the Settling Defendants and the other Releasees who are named as Defendants, the transcript of which may be read in at trial;
- (c) leave to serve a notice to admit on the Settling Defendants and the other Releasees who are named as Defendants in respect of factual matters; and/or
- (d) the production of a representative of the Settling Defendants and the other Releasees who are named as Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

14. The Settling Defendants and the other Releasees who are named as Defendants retain all rights to oppose such application(s) brought under paragraph 13. Moreover, nothing

herein restricts the Settling Defendants or the other Releasees named as Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or information obtained from discovery in accordance with paragraph 13. Notwithstanding any provision in this Order, on any application brought pursuant to paragraph 13 the Court may make such orders as to costs and other terms as it considers appropriate.

15. A Non-Settling Defendant may effect service of the application(s) referred to in paragraph 13 above on the Settling Defendants or the other Releasees who are named as Defendants by service on their counsel of record in the BC Action.

16. For the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants and the other Releasees who are named as Defendants acknowledge the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement.

17. Except as provided herein, this Order does not affect any claims or causes of action that any BC Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators who are not Releasees in the BC Action.

18. The Releasees have no responsibility for and no liability whatsoever relating to:

- (a) the administration of the Settlement Agreement;
- (b) the administration, investment, or distribution of the Trust Account; or
- (c) the Distribution Protocol.

19. BC Counsel and the Claims Administrator shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Class and the Settling Defendants, as applicable, and make only such payments therefrom as are provided for in the Settlement Agreement, pending further Orders of the Courts.

20. Approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court, the Ontario Action has been dismissed with prejudice and without costs as against the Settling Defendants and the other Releasees named as Defendants, and the Parties have signed and filed a declaration of settlement out of court with the Quebec Court. If such orders and filings are not secured in Ontario and Quebec, this Order shall be null and void and without prejudice to the rights of the Parties or other Releasees who are named as Defendants to proceed with the BC Action and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

21. This Order shall be declared null and void on subsequent application made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

22. The BC Action is hereby dismissed against the Settling Defendants and the other Releasees who are named as Defendants without costs and with prejudice.

23. The approval of the Settlement Agreement and any reasons given by the BC Court in relation thereto, except any reasons given in connection with paragraphs 10 to 15 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC Action and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the BC Action, as against the Non-Settling Defendants.

24. Endorsement of this Order by counsel for the Non-Settling Defendants and Settled Defendants shall be dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the plaintiff

Reidar Mogerman

Signature of lawyer for Hitachi-LG Data
Storage, Inc. and Hitachi-LG Data Storage
Korea, Inc.

Subrata Bhattacharjee

By the Court

Registrar

CONFIDENTIAL SCHEDULE "D"

**CANADIAN ODD CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

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